

DOCUMENT NO
4838BOSTON REDEVELOPMENT AUTHORITY

AMENDMENT TO THE REPORT AND DECISIONS ON THE PROJECTS RESPECTIVELY KNOWN AS WESTMINSTER PLACE AND WILLARD PLACE FOR AUTHORIZATION AND APPROVAL OF THE TRANSFER OF SAID PROJECTS AS ONE PROJECT TO WESTMINSTER-WILLARD ASSOCIATES LIMITED PARTNERSHIP AND FOR THE CONSENT TO THE FORMATION OF SAID PARTNERSHIP TO ACQUIRE, UNDERTAKE AND CARRY-OUT THE PROJECT AS AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP, ALL IN ACCORDANCE WITH CHAPTER 121A OF THE MASSACHUSETTS GENERAL LAWS AND CHAPTER 652 OF THE ACTS OF 1960, BOTH AS AMENDED

A. Prior Authority Actions. Reference is made to the following:

1. On October 3, 1968, the Authority voted to adopt a Report and Decision on a project known as Westminster Place, Inc., such vote was approved by the Mayor of the City of Boston (the "Mayor") on October 16, 1968 and the vote as approved was filed with the Clerk of the City of Boston (the "City Clerk") on October 18, 1968. A First Amendment to this Report and Decision was adopted by vote of the Authority on December 4, 1969, such vote was approved by the Mayor on January 9, 1969 and the vote as approved was filed with the City Clerk on January 15, 1970.

2. On October 3, 1968, the Authority by vote adopted a Report and Decision on a project known as Willard Place, Inc., such vote was approved by the Mayor on October 16, 1968 and the vote as approved was filed with the City Clerk on October 18, 1968.

For the purpose of this Amendment, the foregoing are hereinafter referred to collectively as the "Report and Decisions" and the projects are referred to as, respectively "Westminster Place" and "Willard Place".

B. Application for Amendment. On September 2, 1986, V & M Management, Inc. and Shamir Construction Corporation (the "Applicants") jointly filed separate applications for approval by the Authority of the transfer of Westminster Place and Willard Place as previously authorized and developed under Chapter 121A of the Massachusetts General Laws ("Chapter 121A") and Chapter 652 of the Acts of 1960 ("Chapter 652"), both as amended, and for the consent to the acquisition of said projects and for the formation of separate limited partnerships to undertake and carry-out each project. On behalf of the Applicants, supplementary materials to the previously submitted applications were filed with the Authority on September 12, 1986 and October 31, 1986, wherein it was requested in part that the projects be consolidated into one project for the purposes of Chapter 121A and Chapter 652 and that they be transferred to and acquired by one entity, Westminster-Willard Associates Limited Partnership (the "Partnership"). For the purpose of this Amendment, the original applications and the supplementary materials are collectively referred to hereinafter as the "Application".

C. Hearings. On September 4, 1986, a public hearing was held by the Authority to consider the original applications, which hearing lasted for approximately three and one-half hours. Various individuals testified at the hearing in support of and in opposition to the proposed transfer of the projects. At the close of the public hearing, the Authority voted to continue the same. The public hearing was reconvened on September 25, 1986 and November 4, 1986 and at the end of the November 4th hearing, the Authority voted to authorize the Chief General Counsel to prepare this Amendment to the Report and Decisions. For purposes of this Amendment, the original hearing and the subsequent hearings hereinafter shall be referred to collectively as the "Public Hearings".

D. Authority Action. In acting hereunder, the Authority has considered the Application itself, all documents and exhibits filed therewith and referred to therein, the oral evidence and other information and material presented at the Public Hearings, sufficient in the Authority's judgment, to enable it to act as hereinafter set forth:

1. Revised Project Area and Project. The previously authorized and approved projects, Westminster Place and Willard Place, which contain together 276 dwelling units, shall be consolidated and hereafter considered one project (the "Project"). The revised Project Area and the Project shall include those parcels of land with the buildings thereon and the dwelling units contained therein referred to below.

a. Parcels 25 and P-12A, South End Urban Renewal Area, formerly the Project Area for Westminster Place, which includes:

(i) 10 Hammond Street, a seven-story building, containing 74 dwelling units and consisting of 7 studio units, 35 one-bedroom units and 32 two-bedroom units;

(ii) 22-26-30-34 Hammond Street, a four-story building, containing 16 four-bedroom dwelling units;

(iii) 1-5 Greenwich Street, a four-story building, containing 12 three-bedroom dwelling units;

(iv) 9 Greenwich Street, a four-story building containing 6 three-bedroom units; and

(v) 53-57A and 57B Windsor Street, a four-story building containing 8 dwelling units and consisting of 6 three-bedroom units and 2 four-bedroom units.

b. Parcel 29, South End Urban Renewal Area, formerly the Project Area for Willard Place, which includes:

(i) 1855 Washington Street, a seven-story building containing 112 dwelling units and consisting of 7 studio units, 77 one-bedroom units and 28 two-bedroom units.

(ii) 1825-1829-1833-1837-1841 Washington Street, a four-story building, containing 20 four-bedroom dwelling units;

(iii) 560 Shawmut Avenue, a four-story building containing 6 three-bedroom dwelling units;

(iv) 570-580 Shawmut Avenue, a four-story building containing 12 three-bedroom dwelling units; and

(v) 150-160 Northampton Street, a four-story building containing 10 dwelling units and consisting of 4 four-bedroom units and 6 three-bedroom units.

A legal description of the revised Project Area is set forth in the Application.

The Authority hereby determines that both the revised Project Area and the Project based on the consolidation of the two previously approved projects do not constitute a fundamental change in accordance with Chapter 652, Section 13A, as amended.

2. Cost of the Project. The Partnership proposes to acquire the Project for \$5,375,000 in accordance with two mortgages, a first mortgage to Patriot Bank, N.A. with an underlying note in the principal amount of \$4,000,000 for a term of five years and with an interest rate of 11.25% or the prevailing rate at the time of closing, and a second mortgage to V & M Management, Inc., the seller, with an underlying note in the principal amount of \$1,300,000 for a term of seven years and with an interest rate of 10% (collectively the "Original Mortgages").

3. Period of the Project. The Project shall be subject to Chapter 121A and Chapter 652 and this Amendment until October 18, 2008, forty years from and after the original approval date of the Report and Decisions on Westminster Place and Willard Place, which was October 18, 1968.

4. Rules and Regulations. Notwithstanding the minimum standards for financing, construction, maintenance and management of the original projects to the contrary, as set forth or referred to in the Report and Decisions, the Authority hereby adopts and imposes on the Project the following rules and regulations, which shall be applicable to the Project for as long as Chapter 121A and Chapter 652 are applicable thereto:

a. All subsequent or alternative financing or refinancing of the Project, including but not limited to, the granting or recording of any mortgages on the Project, shall be made only with the prior approval of the Authority. In addition, the total amount of any subsequent or alternative refinancing of the Original Mortgages shall be limited to the outstanding amount due, including principal and accrued or unpaid interest, on said mortgages and the underlying notes and any reasonable direct costs incurred in connection with such refinancing, unless otherwise approved by the Authority.

b. The projects were originally authorized and developed pursuant to the Report and Decisions for the purpose of providing "...desirable housing accommodations for low and moderate income families, especially those with children, of which there is a severe shortage in Boston..." and the Project

shall be operated and maintained by the Partnership or its successors and assigns until the end of the period of the Project, referred to above in Section 3, as low and moderate income rental or cooperative housing. In addition, no action shall be taken by the Partnership to convert the Project from residential rental housing to either cooperative or condominium ownership, which shall constitute a change in residential use and a fundamental change in the Project, without the prior approval of the Authority in accordance with Chapter 121A and Chapter 652.

c. The Partnership shall maintain in full force and effect and be subject to a certain Housing Assistance Payments Contract (the "Section 8 Rent Subsidy Contract") with the Department of Housing and Urban Development ("HUD"), as referred to in the Application, for the remainder of its term or for any extension periods approved by HUD, and it shall have the obligation to seek and accept further available rent subsidies for all of the dwelling units within the Project upon the termination of the Section 8 Rent Subsidy Contract.

d. The Partnership is required to:

(i) enter into along with its general partner, the sole stockholder of the general partner and the limited partners a certain Regulatory Agreement, with the Authority, as required by Chapter 121A, Section 18C, in substantially the form as attached hereto and marked Exhibit "A";

(ii) enter into a 6A Contract with the City of Boston, in accordance with Chapter 121A, Section 6A, the terms and conditions of which must be acceptable to the Commissioner of Assessing of the City of Boston and the Mayor;

(iii) enter into escrow agreement(s) with the Authority wherein the Partnership agrees to place in escrow a total of \$488,000 to remedy existing and future code violations and certain capital improvements, as set forth in the Application and specifically the supplementary material dated as of October 31, 1986;

(iv) enter into along with its general partner and limited partners an agreement with the Authority, wherein the Partnership, the general and the limited partners unconditionally guarantee the payment of any and all deficits which may arise from the operation of the Project;

(v) enter into an agreement with the Authority, wherein the Partnership agrees to provide to the Authority a letter of credit in the initial amount of \$200,000 annually to cover any maintenance and operating deficiencies of the Project; and

(vi) provide a tenant management plan for approval.

The terms and conditions of the agreements referred to in Section D(4) (d) (iii), (iv), and (v) above must be acceptable to the Authority's Chief General Counsel and the Authority's Director is hereby authorized to execute the agreements referred to in Section D(4) (d) (i), (iii), (iv), and (v), and approve the tenant management plan referred to in Section D(4) (d) (vi)

above on behalf of the Authority. All of the foregoing agreements must be executed by the Partnership and the tenant management plan must be approved prior to the closing in connection with the conveyance of the Project from V & M Management, Inc. to the Partnership.

e. All amounts due to either the Department of Revenue, Commonwealth of Massachusetts, under Section 10 of Chapter 121A or the City of Boston under Section 6A of Chapter 121A for the calendar years 1981 through 1985 shall be paid to respectively the Department of Revenue and the City of Boston and a provision shall be made for any estimated amounts that may be due under Sections 10 and 6A for calendar years 1986 and 1987 or parts thereof as of the date of the closing on the conveyance of the Project.

f. In the event the agreements and the tenant management plan referred to in Section D(4)(d)(i) to (vi) are not executed or approved and the closing in connection with the conveyance of the Project from V & M Management, Inc. to the Partnership does not occur by no later than one hundred fifty (150) business days from the date hereof, the Authority reserves the right to rescind the approval of this Amendment in all respects, unless an extension or extensions are approved by the Authority.

E. Commitment of Funds. The Authority hereby establishes a fund, to be known as the "Westminster-Willard Affordability Fund", to consist of \$200,000 initially and all future proceeds received by the Authority in connection with the settlement of certain litigation, namely, Boston Redevelopment Authority v. Back Bay Restorations Company, et al. (Land Court, Civil Action No. 116134), to be dedicated exclusively for the Project, except as hereinafter provided, with the stated purpose that the Authority is authorized to expend monies from the fund for the sole benefit of the tenants of the Project, including but not limited to, expenditures for further rent subsidies in the event no further rent subsidies are available from other sources or for providing equity for the acquisition of the Project as a cooperative. In the event adequate further rent subsidies are secured for the Project, the Authority may expend monies from such fund for other low and moderate income rental housing projects in the City of Boston.

F. Decision. The Authority hereby finds that the Amendment and the Project conforms to and complies with the provisions of Chapter 121A and Chapter 652, as now amended, and the Authority's "Rules and Regulations Governing Chapter 121A Projects In The City of Boston", and hereby further consents to the formation of Westminster-Willard Associates Limited Partnership to acquire, undertake and carry-out the Project in accordance with this Amendment, and the provisions of Chapter 121A and Chapter 652.

G. Severability. In the event any provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

REGULATORY AGREEMENT

Pursuant to Massachusetts General Laws
Chapter 121A, Section 18C

This Agreement (the "Agreement") is made this _____ day of _____, 198_, by and between WESTMINSTER-WILLARD ASSOCIATES LIMITED PARTNERSHIP, a limited partnership organized under and subject to the provisions of Chapter 109 and Chapter 121A ("Chapter 121A") of the Massachusetts General Laws (the "General Laws") and Chapter 652 of the Acts of 1960 ("Chapter 652"), all as amended, (the "Partnership"), EDAL DEVELOPMENT CORPORATION, a corporation organized under Chapter 156B of the General Laws which is the sole general partner of the Partnership, (the "General Partner"), EDMUND I. SHAMSI, individually as the owner and holder of all of the outstanding shares of common stock in the General Partner, (the "Sole Stockholder"), EDMUND I. SHAMSI, ALBERT A. SHAMSI, EHSAN BOKHOUR, AMIR BOKHOUR AND ELYAS BOKHOUR, individually as limited partners of the Partnership, (the "Limited Partners"), and BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate created and existing under Chapters 121 and 121B of the General Laws and acting hereunder pursuant to Chapter 121A, specifically Section 18C, and Chapter 652, (the "Authority"); (the Partnership, the General Partner, the Sole Stockholder and the Limited Partners are collectively referred to hereinafter as the "Parties").

WITNESSETH THAT:

WHEREAS, the Authority voted to adopt a separate Report and Decision on two projects (collectively the "Report and Decisions"), known as respectively Westminster Place and Willard Place (individually a "project" and collectively the "projects"), on October 3, 1968, such votes were approved by the Mayor of the City of Boston (the "Mayor") on October 16, 1968, and the votes as approved were filed with the Clerk of the City of Boston (the "City Clerk") on October 18, 1968 (the "Original Approval Date");

WHEREAS, separate applications (the "Applications") were filed with the Authority on September 2, 1986 by jointly, V & M Management, Inc, and Shamir Construction Corporation (the "Applicants"), for approval by the Authority of the transfer of the projects as previously authorized and developed under Chapter 121A and Chapter 652 and for the consent to the acquisition of said projects by and the formation of separate limited partnerships to undertake and carry-out each project;

WHEREAS, on behalf of the Applicants, supplementary materials to the Applications were filed with the Authority on September 12, 1986 and October 31, 1986, wherein it was requested in part that the projects be consolidated into one project for purposes of Chapter 121A and Chapter 652 and that they be transferred to and acquired by one entity, the Partnership.

WHEREAS, the Authority on _____, 198_ voted to adopt an Amendment to the Report and Decisions (the "Amendment"), approving the transfer of the projects as one project (the "Project") and consenting to the formation of the Partnership to acquire the Project, subject to the terms and conditions set forth therein (the Amendment is incorporated herein by reference), such vote was approved by the Mayor on _____, 19_, and the vote as approved was filed with the City Clerk on _____, 19_; and

WHEREAS, pursuant to the Amendment and the provisions of Section 18C of Chapter 121A, the Partnership, the General Partner, the Sole Stockholder and the Limited Partners are required to enter into this Agreement with the Authority.

NOW THEREFORE, the Partnership, the General Partner, the Sole Stockholder and the Limited Partners agree for themselves, their successors and assigns, with the Authority as follows:

1. In accordance with Section D(1) (a) and (b) of the Amendment, the Project Area as revised and the Project shall include those parcels of land with the buildings thereon and the dwelling units contained therein (collectively the "Project Properties") referred to below:

a. Parcels 25 and P-12A, South End Urban Renewal Area, formerly the Project Area for Westminster Place, which includes:

(i) 10 Hammond Street, a seven-story building, containing 74 dwelling units and consisting of 7 studio units, 35 one-bedroom units and 32 two-bedroom units;

(ii) 22-26-30-34 Hammond Street, a four-story building, containing 16 four-bedroom dwelling units;

(iii) 1-5 Greenwich Street, a four-story building containing 12 three-bedroom dwelling units;

(iv) 9 Greenwich Street, a four-story building containing 6 three-bedroom units; and

(v) 53-57A and 57B Windsor Street, a four-story building containing 8 dwelling units and consisting of 6 three-bedroom units and 2 four-bedroom units.

b. Parcel 29, South End Urban Renewal Area, formerly the Project Area for Willard Place, which includes:

(i) 1855-Washington Street, a seven-story building containing 112 dwelling units and consisting of 7 studio units; 77 one-bedroom units and 28 two-bedroom units.

(ii) 1825-1829-1833-1837-1841 Washington Street, a four-story building, containing 20 four-bedroom dwelling units;

(iii) 560 Shawmut Avenue, a four-story building containing 6 three-bedroom dwelling units.

(iv) 570-580 Shawmut Avenue, a four-story building containing 12 three-bedroom dwelling units; and

(v) 150-160 Northampton Street, a four-story building containing 10 dwelling units and consisting of 4 four-bedroom units and 6 three-bedroom units.

A legal description of the Project Area as revised is set forth in Exhibit A, attached hereto and incorporated as a part hereof.

The Parties hereby acknowledge that the projects were originally authorized and developed pursuant to the Report and Decisions for the purpose of providing "...desirable housing accommodations for low and moderate income families, especially those with children, of which there is a severe shortage in Boston", and that the Project Properties shall be operated and maintained by the Partnership from the date hereof until the termination of this Agreement, as set forth in Paragraph 8 hereof, as low and moderate income rental or cooperative housing; provided, however, the conversion from rental housing to cooperative ownership shall be subject to the prior approval of the Authority in accordance with Paragraph 9 hereof.

2. The Partnership shall finance the acquisition of the Project Area as revised and the Project Properties in accordance with the mortgages (collectively the "Original Mortgages"), as set forth in Section D(2) of the Amendment. As long as this Agreement, Chapter 121A and Chapter 652 shall be applicable to the Project, all subsequent or alternative financing or refinancing, including but not limited to the granting or recording of any mortgages on the Project Area as revised and the Project Properties, shall be made only with the prior approval of the Authority. In addition, the total amount of any subsequent or alternative refinancing of the Original Mortgages shall be limited to the outstanding amount due, including principal and accrued or unpaid interest, on said mortgages and the underlying notes and any reasonable direct costs incurred in connection with the refinancing, unless otherwise approved by the Authority.

3. The Partnership shall maintain in full force and effect and be subject to: (a) a certain Housing Assistance Payments Contract, originally dated September 1, 1981, (the "Section 8 Rent Subsidy Contract") with the federal Department Housing and Urban Development ("HUD"), which was assigned to the Partnership by agreement, dated _____, 198____, and entitled "Assignment of Housing Assistance Payments Contract", between V & M Management, Inc., as assignor, and the Partnership, as assignee, with the consent of HUD, until the termination of such Section 8 Rent Subsidy Contract on January 1, 1996, or for any extension periods authorized by HUD, and (b) a certain "Use Agreement", dated _____, 198____, between the Partnership and HUD. Commencing on January 1, 1994 or upon the earlier termination of the Section 8 Rent Subsidy Contract, whichever occurs first, the Partnership shall be obligated to undertake all reasonable efforts on a continuous basis to seek and accept further rent subsidies for all of the dwelling units within the Project Properties, which may be available from city, state, federal or other sources. Such rent subsidies shall be at least equivalent to those established under the Section 8 Rent Subsidy Contract unless otherwise approved by the Authority. Every two months from and after January 1, 1994 or the earlier termination of the Section 8 Rent Subsidy Contract, whichever occurs first, the Partnership shall submit a report to the Authority which sets forth its efforts to secure such further rent subsidies with copies of related documentation, evidencing such efforts, attached thereto. The obligation of the Partnership to seek and accept further rent subsidies shall continue for the term of this Agreement, as set forth in Paragraph 8 hereof, unless the Partnership is released from such obligation by the Authority.

4. The Partnership shall keep accounts for the Project separate and apart from any other activities conducted by the Partnership, and shall not expend income derived therefrom other than as described in Chapter 121A, Sections 15 and 18C(e), upon or for the benefit of any other of its activities.

5. The Partnership shall comply with the provisions contained in Section 8 of Chapter 121A, as now amended, relative to the inspection of buildings and enforcement of compliance with the rules and regulations imposed on the Project, as set forth in the Amendment, and all other applicable provisions of Chapter 121A and Chapter 652, not specifically referenced herein.

6. The General Partner and the Limited Partners of the Partnership shall not receive or accept, while this Agreement is in force and effect, as net income from the Project, any sum in excess of six percent (6%) of the amount invested by them for each calendar year or parts thereof in which they own or have an interest in the Project, except that, if in any such year or part thereof they have so received a sum less than the aforesaid six percent (6%) they may receive in a subsequent year or years, additional sums not exceeding in the aggregate such deficiency, without interest. For purposes of this paragraph and Section 18C(e) of Chapter 121A, the term "amount invested" shall mean all cash and the fair market value of all other property contributed to the Partnership either in consideration of Partnership interests or otherwise, including but not limited to, (a) the cash payment to V & M Management, Inc., the seller, at the closing now contemplated to be \$75,000, which sum does not include funds furnished by the Partnership, the buyer, through purchase money or other loans to the Project, (b) all cash contributions made either at the closing or at any time thereafter by the Partnership to the Project (a portion of which shall be contributed in accordance with certain escrow agreements) which funds are to be used only for the benefit of the Project, including but not limited to, the amounts of any payments made by the general or limited partners and which is used to pay any operating costs of the Project, (c) the fair market value of all non-cash contributions of property to the Partnership, including but not limited to, shares of stocks, bonds, the assignment of promissory notes or other amounts receivable which property shall serve as conditional security for the general and/or limited partners obligations with respect to the Project and which shall be dedicated exclusively to the Project and shall not be used to pay management or developer fees or other distributions to the general or limited partners, (d) the amount of any reasonable legal or accounting costs or fees relating to the acquisition or closing of the Project, and (e) any additional equity invested which under generally accepted accounting principles would be treated as capital expenditures. In the event in any calendar year or part thereof, the General Partner or the Limited Partners of the Partnership receive or accept as net income from the Project a sum in excess of the beforementioned six percent (6%) of the amount invested plus any accrued deficiency, as determined by the Authority, the Partnership upon receipt of notice from the Authority shall expend an equivalent sum, as directed by the Authority, for the purposes as set forth in Section 15 of Chapter 121A and any amount not expended for such purposes shall upon notice from the Authority be paid to the City of Boston as an additional payment in accordance with the provisions of a certain 6A Contract between the City of Boston and the Partnership, of even date herewith (the "6A Contract").

Nothing contained in this paragraph shall be applicable to the distribution of profits from the sale of the capital assets, including the Project Area as revised and the Project Properties, of the Partnership.

7. In consideration of the exemption of the Partnership and its real and personal property which constitute the Project Area as revised and the Project Properties, referred to above in Paragraph 1 and described in Exhibit A attached hereto, from taxation, betterments, special assessments and from the payments of any tax, excise or assessment to or for the Project, it shall pay the excises with respect to the Project which a Chapter 121A entity would be bound to pay under the formulae and provisions set forth in Section 10 of Chapter 121A, and the sums as agreed upon between the Partnership and the City of Boston in accordance with the provisions of the 6A Contract.

8. Subject to the provisions of Paragraph 9 below, this Agreement shall commence on _____, 19__ and shall terminate on October 18, 2008, forty (40) years from the Original Approval Date (the "termination date"). Neither the Project nor the Partnership shall after the termination date be subject to the obligations of Chapter 121A, Chapter 652 and the Amendment, nor enjoy the rights and privileges thereunder or be subject to the terms, conditions and obligations of this Agreement, as provided in Section 18C of Chapter 121A. Notwithstanding the foregoing sentence, the right to any amounts due to the City of Boston from the Partnership in accordance with Paragraph 6 hereof shall survive the termination of this Agreement and shall be paid to the City of Boston in accordance with the 6A Contract.

9. If the Partnership and/or any mortgage lender or lenders to the Partnership propose, acting under the provisions of the third and last paragraph of Section 11 of Chapter 121A, Section 13A of Chapter 652, or under Section 16A of Chapter 121A, to transfer the Project, in whole or in part, to a different entity or entities, this Agreement shall, upon approval by the Authority of such transfer and at the option of the Authority, be terminated and a new Regulatory Agreement shall be entered into between the Authority and such transferee or transferees. The Partnership shall take no action to convert the Project Properties from residential rental housing to either cooperative or condominium ownership, which shall constitute a change in residential use and a fundamental change in the Project, without the prior approval of the Authority in accordance with Chapter 121A and Chapter 652.

10. This Agreement shall be binding upon and the benefits hereunder shall inure to the Partnership, the General Partner and the Limited Partners, their heirs, legal representatives, executors, administrators, successors in interest and assigns. Neither the General Partner nor the Limited Partners of the Partnership assume any personal financial liability under the terms of this Agreement beyond their respective interests in the Partnership, and the Project, except for any sums that may be due to the City of Boston under Paragraph 6 hereof, and any sums that they may be required to pay under any other agreement with the Authority, of even date herewith.

11. The General Partner and the Limited Partners shall not voluntarily transfer, assign, convey or sell, or in any manner hypothecate their respective interests in the Partnership and the Project at any time without the prior consent and approval of the Authority, and as a condition to any request to

permit a transfer of any such interest, they shall cause such proposed transferee or assignee to enter into a written agreement in form and content satisfactory to the Authority, wherein such assignee or transferee agrees to assume and/or be bound by the terms and provisions of this Agreement. The Sole Stockholder shall not voluntarily transfer, assign, convey or sell or in any manner hypothecate any of its shares of common stock in the General Partner without the prior consent and approval of the Authority.

12. Any transferee or person or entity succeeding to the rights and obligations and interests of the General Partner or the Limited Partners of the Partnership in the Project by operation of law, testamentary disposition, intestacy, or otherwise shall be deemed to have consented and agreed to be bound by the terms, covenants and conditions of this Agreement.

13. The Partnership agrees that it will, (a) maintain full and accurate accounts, records and books relative to the Project conforming to generally accepted accounting principles, (b) grant to the employees or representatives of the Authority at all times during normal business hours access to such of its accounts, records and books as relate to the Partnership's obligations under this Agreement, Chapter 121A and Chapter 652, as now or may be in the future amended, (c) permit the Authority or any accountants or auditors approved by it to make periodic audits of the Partnership's accounts and financial records at the Partnership's expense, which shall at all times be available in the Commonwealth of Massachusetts; and (d) furnish to the Authority such financial, operating, statistical and other reports, records, statements and documents on a uniform and consistent basis as may be periodically or on a one time basis required by the Authority and copies of contracts entered into by the Partnership or other documents in the possession of the Partnership as the Authority may from time to time require in connection with the Partnership's obligations under this Agreement, the Amendment and Chapter 121A or Chapter 652.

14. Any notices, reports, statements, approvals or other communications given or made pursuant to this Agreement shall be in writing. Such notices shall be either mailed by certified or registered mail (certified or registered charges prepaid) or served by an officer authorized to serve civil process. Notices to the Authority shall be mailed to or served upon its Director or a person designated by him at its principal office. Notice to the Partnership shall be mailed to or served upon the same or any persons designated by it at its principal office. The principal office of the Authority shall be deemed to be One City Hall Square, Ninth Floor, Boston, Massachusetts 02201, or such other place as the Authority may designate by written notice to the Partnership, and the principal office of the Partnership shall be deemed to be _____, Boston, Massachusetts, _____, or such other place as the Partnership may designate by written notice to the Authority.

15. The Partnership shall cause the Project to be in compliance with the Amendment and to all zoning, building, health, and fire laws, codes, ordinances and regulations in effect in the City of Boston and applicable thereto. Compliance by the Partnership with applicable laws, codes, ordinances and regulations, subject only to judicial review, shall be determined by the Inspection Services Department of the City of Boston or any successor department, agency, board or commission and all inspections to determine such compliance shall be conducted by it. Copies of any violation notices of

applicable laws, codes, ordinances and regulations received by the Partnership shall be provided to the Authority. The Partnership and its successors and assigns shall from time to time until the termination of this Agreement, as set forth in Paragraph 8 hereof, give to the duly authorized representatives of the Authority and others authorized by the Authority free and unobstructed access for inspection purposes to the Project Properties, all of the dwelling units and common areas contained therein and open areas surrounding the same.

16. The Partnership shall, at its own cost and expense, keep, operate and maintain the Project and the Project Area as revised or cause them to be kept, operated and maintained in good repair, order and condition at all times during the term of this Agreement. The Authority acknowledges that the Partnership has retained Barclay Management Company as its management agent to manage the Project and the Partnership agrees that any replacement management agent shall be subject to the prior approval of the Authority. The compensation to be paid by the Partnership to Barclay Management Company or any replacement management agent shall in no event exceed on an annual basis six percent (6%) of the gross income from the Project Properties.

17. The Parties hereby acknowledge that the Authority in accordance with Section E of the Amendment has established a fund, to be known as the "Westminster-Willard Affordability Fund", with the stated purpose that the Authority, except as provided therein, is authorized to expend monies from such fund for the sole benefit of the tenants of the Project, including but not limited to, expenditures for further rent subsidies in the event no further rent subsidies are available from other sources or for providing equity for the acquisition of the Project as a cooperative. Notwithstanding the foregoing, the Parties agree with the Authority that this acknowledgement shall in no event create any right in the Parties as to the application of the monies which constitute the fund.

18. All changes, deviations, alterations, or additions proposed to be made to the Project Properties and the Project Area as revised from and after the date hereof are subject to prior review and approval by the Authority.

19. The Partnership shall not effect or execute any covenant, agreement, lease, or other instrument whereby the Project as amended or any improvement therein is restricted upon the basis of race, sex, religion, creed, color or national origin or ancestry in the lease or occupancy thereof or employment therein.

20. The Authority may enforce compliance with any of the provisions of this Agreement, Chapter 121A, Chapter 652 or any of its rules and regulations imposed on the Project by an action at law or equity in a court of appropriate jurisdiction. The Partnership shall pay to the Authority all reasonable costs and expenses, including attorneys fees, which may be incurred by the Authority in proceedings brought to enforce compliance, to the extent the Authority prevails and the Authority shall pay to the Partnership all such costs incurred by it, to the extent the Partnership prevails.

21. If the provisions of this Agreement conflict with the provisions of the Amendment, the provisions of this Agreement shall govern.

22. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provisions hereof.

23. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

24. This Agreement shall be executed in recordable form and shall be recorded along with the deed or deeds from V & M Management, Inc, to the Partnership conveying the Project Area as revised and the Project Properties.

EXECUTED, as a sealed instrument as of the day first above written.

WESTMINSTER-WILLARD ASSOCIATES
LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER, EDAL
DEVELOPMENT CORPORATION

By: _____
Edmund I. Shamsi, President of
Edal Development Corporation

EDAL DEVELOPMENT CORPORATION

By: _____
Edmund I. Shamsi, President

By: _____
Edmund I. Shamsi, Individually as
the Sole Stockholder of Edal Cor-
poration and as a Limited Partner
of Westminster-Willard Associates
Limited Partnership

By: _____
Albert A. Shamsi, Individually as
a Limited Partner of Westminster-
Willard Associates Limited
Partnership

By: _____
Eshan Bokhour, Individually as a
Limited Partner of Westminster-
Willard Associates Limited
Partnership

By: _____
Amir Bokhour, Individually as a
Limited Partner of Westminster-
Willard Associates Limited
Partnership

By: _____
Elyas Bokhour, Individually as a
Limited Partner of Westminster-
Willard Associates Limited
Partnership

BOSTON REDEVELOPMENT AUTHORITY:

By: _____
Stephen Coyle, Director

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss. _____, 198_

Then personally appeared before me the above-named, Edmund I. Shamsi, who executed the foregoing Regulatory Agreement respectively, in his capacity as President of Edal Development Corporation, the General Partner of Westminster-Willard Associates Limited Partnership, individually as the owner and holder of all of the outstanding shares of common stock of Edal Development Corporation, and individually as a Limited Partner of Westminster-Willard Limited Partnership, and acknowledged the same to be his free act and deed.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss. _____, 198_

Then personally appeared before me the above-named, Albert A. Shamsi, who executed the foregoing Regulatory Agreement individually as a Limited Partner of Westminster-Willard Associates Limited Partnership, and acknowledged the same to be his free act and deed.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

_____, 198_

Then personally appeared before me the above-named, Eshan Bokhour, who executed the foregoing Regulatory Agreement individually as a Limited Partner of Westminster-Willard Associates Limited Partnership, and acknowledged the same to be his free act and deed.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

_____, 198_

Then personally appeared before me the above-named, Amir Bokhour, who executed the foregoing Regulatory Agreement individually as a Limited Partner of Westminster-Willard Associates Limited Partnership, and acknowledged the same to be his free act and deed.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

_____, 198_

Then personally appeared before me the above-named, Elyas Bokhour, who executed the foregoing Regulatory Agreement individually as a Limited Partner of Westminster-Willard Associates Limited Partnership, and acknowledged the same to be his free act and deed.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

_____, 198_

Then personally appeared before me the above-named, Stephen Coyle, who executed the foregoing Regulatory Agreement in his capacity as the Director of the Boston Redevelopment Authority and acknowledged the same to be his free act and deed.

Notary Public

My Commission Expires:

EXHIBIT A TO REGULATORY AGREEMENT

LEGAL DESCRIPTION OF PROJECT AREA AS REVISED

BOARD APPROVED *with extra vote*²
to establish a fund as in
page 5, Paragraph E

DOCUMENT NO.

4838

MEMORANDUM

DECEMBER 11, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: ROBERT F. MCNEIL, CHIEF GENERAL COUNSEL
KEVIN J. MORRISON, DEPUTY GENERAL COUNSEL

SUBJECT: AMENDMENT TO THE REPORT AND DECISIONS ON THE PROJECTS RESPECTIVELY
KNOWN AS WESTMINSTER PLACE AND WILLARD PLACE FOR AUTHORIZATION AND
APPROVAL OF THE TRANSFER OF SAID PROJECTS AS ONE PROJECT TO
WESTMINSTER-WILLARD ASSOCIATES LIMITED PARTNERSHIP AND FOR THE
CONSENT TO THE FORMATION OF SAID PARTNERSHIP TO ACQUIRE, UNDERTAKE
AND CARRY-OUT THE PROJECT AS AN URBAN REDEVELOPMENT LIMITED PARTNER-
SHIP, ALL IN ACCORDANCE WITH CHAPTER 121A OF THE MASSACHUSETTS
GENERAL LAWS AND CHAPTER 652 OF THE ACTS OF 1960, BOTH AS AMENDED

On November 4, 1986, the Authority voted to authorized the Chief General Counsel to prepare a favorable Amendment to the Report and Decisions (the "Amendment") on the Chapter 121A projects known respectively as Westminster Place and Willard Place, which would consolidate both projects as one project (the "Project"), contain such terms and conditions to insure that the same will be maintained and operated as low and moderate income rental or cooperative housing for the remainder of the Project's term under Chapter 121A and to consent to the formation of Westminster-Willard Associates Limited Partnership ("Partnership") to acquire, undertake and carry-out the Project.

On December 3, 1986, a proposed Amendment was submitted to the Authority for its review and evaluation. As a result of objections to certain provisions which were raised at the meeting by counsel for the applicants, V & M Management, Inc. and Shamir Construction Corporation, a revised Amendment as attached hereto is submitted to the Authority.

The main revision to the previously submitted Amendment is the deletion of the provision whereby in the event further rent subsidies are not available after the existing Housing Assistance Payments Contract ("Section 8 Rent Subsidy Contract") terminates, the Authority reserved the right to impose on the Project reasonable rules and regulations to insure affordability in the future. In place thereof, a new Section E has been added to the Amendment, whereby the Authority will establish a fund, to be known as the "Westminster-Willard Affordability Fund" to consist of \$200,000 initially and all future proceeds received by the Authority in connection with the settlement of certain litigation, Boston Redevelopment Authority v. Back Bay Restorations Company, et al., (Land Court, Civil Action No. 116134), to be dedicated exclusively for the Project. The staff has estimated that the Authority will receive between approximately \$1,500,000 and \$2,800,000, depending upon when the obligations due pursuant to such settlement are paid. The stated purpose

of the fund is that the Authority is authorized to expend monies therefrom for the sole benefit of the tenants of the Project, including but not limited to, expenditures for further rent subsidies in the event no rent subsidies are available in the future from other sources or for providing equity for the acquisition of the Project as a cooperative. In the event adequate rent subsidies are secured for the Project in the future, the Authority may expend monies from such fund for other low and moderate income rental housing projects in the City of Boston.

Under Section D(4) (c) of the Amendment, the Partnership must maintain in full force and effect and be subject to the existing Section 8 Rent Subsidy Contract, which provides subsidies for all of the 276 units in the Project, until the contract terminates. The Department of Housing & Urban Development has approved the assignment of this contract to the Partnership.

In addition, in accordance with the requirements of Section D(4) (d) of the Amendment, (1) the Partnership is obligated to provide at closing a total of \$488,000 to remedy existing and future code violations, (2) the Partnership, its general and limited partners, must agree to unconditionally guarantee the payment of any and all deficits which may arise from the operation of the Project, and (3) the Partnership must agree to provide to the Authority a letter of credit in the initial amount annually of \$200,000 to cover maintenance and operation deficiencies of the Project. The foregoing obligations will be set forth in agreements acceptable to the Chief General Counsel prior to the closing on the transfer of the Project.

It is recommended that the Authority approve and adopt the Amendment attached hereto, which complies with the beforementioned vote of the Authority on November 3, 1986.

An appropriate vote follows:

VOTED: That the document presented at this meeting entitled, "Amendment To The Report And Decisions On The Projects Respectively Known As Westminster Place And Willard Place For Authorization And Approval Of The Transfer Of Said Projects As One Project To Westminster-Willard Associates Limited Partnership And For The Consent To The Formation Of Said Partnership To Acquire, Undertake And Carry-Out The Project As An Urban Redevelopment Limited Partnership, All In Accordance With Chapter 121A Of The Massachusetts General Laws And Chapter 652 Of The Acts Of 1960, Both As Amended" be and hereby is approved and adopted.